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CRAVATH, SWAINE & MOORE, INC. RECORDATION NO. 10904 Filed 1425

ONE CHASE MANHATTAN PLAZA OCT 19 1979 - 9 45 AM

NEW YORK, N. Y. 10005

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RECORDATION NO. 10904 Filed 1425

OCT 19 1979 - 9 45 AM

INTERSTATE COMMERCE COMMISSION

9-2881030

OCT 19 1979

Date 100.00  
Fee \$

ICC Washington, D. C.

COUNSEL

CARLYLE E. MAW  
ALBERT R. CONNELLY  
BANK H. DETWEILER  
GEORGE G. TYLER

ROSWELL L. GILPATRICK  
L. R. BRESLIN, JR.  
GEORGE B. TURNER  
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CHARLES R. LINTON

4, PLACE DE LA CONCORDE  
75008 PARIS, FRANCE  
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TELEX: 290530

33 THROGMORTON STREET  
LONDON, EC2N 2NR, ENGLAND  
TELEPHONE: 01-6061421  
TELEX: 814901

CABLE ADDRESSES  
CRAVATH, N. Y.  
CRAVATH, PARIS  
CRAVATH, LONDON

RECORDATION NO. 10904 Filed 1425

OCT 19 1979 - 9 45 AM

INTERSTATE COMMERCE COMMISSION  
October 15, 1979

INTERSTATE COMMERCE COMMISSION

Anheuser-Busch, Inc.

Lease Financing Dated as of June 20, 1979

9-3/4% Conditional Sale Indebtedness Due November 15, 1994

[CS&M Ref: 4876-011]

Dear Sirs:

Pursuant to 49 U.S.C. § 11303(a) I enclose herewith on behalf of Anheuser-Busch, Inc., for filing and recordation, counterparts of the following:

(1)(a) Conditional Sale Agreement dated as of June 20, 1979, between Exchange National Bank of Chicago and Railway Marketing Corporation;

(b) Agreement and Assignment dated as of June 20, 1979, between Railway Marketing Corporation and La Salle National Bank;

(2)(a) Lease of Railroad Equipment dated as of June 20, 1979, among Anheuser-Busch, Inc., Anheuser-Busch Companies, Inc., and Exchange National Bank of Chicago; and

(b) Assignment of Lease and Agreement dated as of June 20, 1979, between Exchange National Bank of Chicago and La Salle National Bank.

*For Counterpart E T B*

The addresses of the parties to the aforementioned agreements are:

Trustee:

Exchange National Bank of Chicago,  
130 South LaSalle Street,  
Chicago, Illinois 60690.

Vendor:

Railway Marketing Corporation,  
450 Park Avenue,  
New York, New York 10022.

Lessee:

Anheuser-Busch, Inc.,  
721 Pestalozzi Street,  
St. Louis, Missouri 63118.

Guarantor:

Anheuser-Busch Companies, Inc.,  
721 Pestalozzi Street,  
St. Louis, Missouri 63118

Agent-Vendor-Assignee:

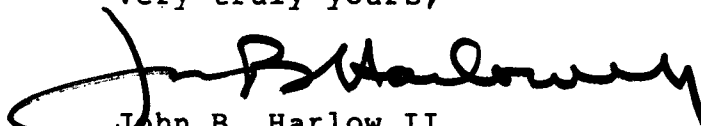
La Salle National Bank,  
135 South LaSalle Street,  
Chicago, Illinois 60690.

The equipment covered by the aforementioned agreements consist of 100 100-ton covered hopper cars, bearing the road numbers of the Lessee ABIX 100-199, inclusive.

Enclosed is our check for \$100 for the required recordation fee. Please accept for recordation one counter-

part of each of the enclosed agreements, stamp the remaining counterparts with your recordation number and return them to the delivering messenger along with your fee receipt, addressed to the undersigned.

Very truly yours,

A handwritten signature in dark ink, appearing to read "John B. Harlow II". The signature is fluid and cursive, with a large initial "J" and "H".

John B. Harlow II  
As Agent for Anheuser-Busch, Inc.

Mr. H. G. Homme, Jr., Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.

RECORDATION NO. 10904 / <sup>A</sup>  
Filed 1425

OCT 19 1979 - 9 42 AM

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INTERSTATE COMMERCE COMMISSION

[CS&M Ref. 4876-011]

AGREEMENT AND ASSIGNMENT

Dated as of June 20, 1979

between

RAILWAY MARKETING CORPORATION,

and

LA SALLE NATIONAL BANK,

as Agent

---

AGREEMENT AND ASSIGNMENT dated as of June 20, 1979, between RAILWAY MARKETING CORPORATION ("RMC") and LA SALLE NATIONAL BANK, acting as Agent under a Participation Agreement dated as of the date hereof (the "Participation Agreement"), a copy of which has been delivered to RMC, said Agent, as so acting, being hereinafter called the "Assignee".

WHEREAS RMC and Exchange National Bank of Chicago, acting as Trustee (the "Trustee") under a Trust Agreement dated as of the date hereof (the "Trust Agreement") with The Bank of New York (the "Owner"), have entered into a Conditional Sale Agreement dated as of the date hereof (the "CSA") covering the sale and delivery to the Trustee by RMC and the purchase by the Trustee on the conditions therein set forth of the railroad equipment described in Annex B to the CSA (the "Equipment"); and

WHEREAS Anheuser-Busch, Inc. (the "Lessee"), Anheuser-Busch Companies, Inc. (the "Guarantor"), and the Trustee have entered into a Lease of Railroad Equipment dated as of the date hereof (the "Lease") providing for the lease to the Lessee of the Equipment;

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (this "Assignment") WITNESSETH: that in consideration of the sum of One Dollar (\$1) and other good and valuable consideration paid by the Assignee to RMC, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. RMC hereby assigns, transfers and sets over unto the Assignee, its successors and assigns:

(a) all the right, title and interest of RMC in and to each unit of Equipment when and as severally delivered to and accepted by the Trustee, subject to payment by the Assignee to RMC of the amount required to be paid pursuant to Section 4 hereof;

(b) all the right, title and interest of RMC in and to the CSA (except the right to deliver the Equipment and the right to receive the payments specified in paragraph 4.3(a) thereof and reimbursement for taxes

paid or incurred by RMC), and except as aforesaid in and to any and all amounts which may be or become due or owing to RMC under the CSA on account of the indebtedness in respect of the Purchase Price (as defined in paragraph 4.1 of the CSA) of the Equipment and interest thereon, and in and to any other sums becoming due from the Trustee under the CSA, other than those hereinabove excluded; and

(c) except as limited by subparagraph (b) of this paragraph, all RMC's rights, titles, powers, privileges and remedies under the CSA;

without any recourse hereunder, however, against RMC for or on account of the failure of the Trustee to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the CSA; provided, however, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the obligation of RMC to deliver the Equipment in accordance with the CSA or relieve the Trustee from its obligations to RMC contained in Articles 2, 3, 4, 6 and 14 of the CSA, it being agreed that, notwithstanding this Assignment, or any subsequent assignment pursuant to the provisions of Article 15 of the CSA, all obligations of RMC to the Trustee with respect to the Equipment shall be and remain enforceable by the Trustee, and its successors and assigns, against and only against RMC. In furtherance of the foregoing assignment and transfer, RMC hereby authorizes and empowers the Assignee in the Assignee's own name, or in the name of the Assignee's nominee, or in the name of and as attorney, hereby irrevocably constituted, for RMC, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and compliance by the Trustee with the terms and agreements on its part to be performed under the CSA, but at the expense and liability and for the sole benefit of the Assignee.

SECTION 2. RMC agrees to cause Trinity Industries, Inc. (the "Builder"), to construct the Equipment in full accordance with the CSA. Upon delivery of the Equipment to RMC by the Builder, RMC agrees to deliver the Equipment immediately to the Trustee in accordance with the provisions of the CSA; and, notwithstanding this Assignment, to perform and fully comply with each of and all the covenants and conditions of the CSA set forth to be performed and complied with by RMC. RMC further agrees that it will warrant to the

Assignee and the Trustee, that at the time of delivery by it of each unit of Equipment under the CSA it had legal title to such unit and good and lawful right to sell such unit and that such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Trustee under the CSA and the rights of the Lessee under the Lease; and RMC further agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by it under the CSA; all subject, however, to the provisions of the CSA and the rights of the Trustee thereunder. RMC will not deliver any of the Equipment to the Trustee under the CSA until the CSA, the Lease, this Assignment and the Lease Assignment have been filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 (RMC and its counsel being entitled to rely on advice from special counsel for the Assignee that such filing has occurred).

SECTION 3. RMC (hereinafter referred to in this Section 3 as the "Indemnifier") agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the CSA for any installment of, or interest on, indebtedness in respect of the Purchase Price of the Equipment or to enforce any provision of the CSA, the Indemnifier will indemnify, protect and hold harmless the Assignee from and against all expenses, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Trustee, the Lessee or the Guarantor arising out of a breach by such Indemnifier of any obligation with respect to the Equipment or the manufacture, construction, delivery or warranty thereof, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Trustee, the Lessee or the Guarantor by such Indemnifier. The Indemnifier's obligation so to indemnify, protect and hold harmless the Assignee is conditional upon (a) the Assignee's timely motion or other appropriate action, on the basis of Article 15 of the CSA, to strike any defense, setoff, counterclaim or recoupment asserted by the Trustee, the Lessee or the Guarantor in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee's prompt notification to such Indemnifier of the asserted defense, setoff, counterclaim or recoupment and the Assignee's giving such Indemnifier the right, at such Indemnifier's expense, to compromise, settle or defend against such defense, setoff, counterclaim

or recoupment.

Except in cases of articles or materials specified by the Trustee, the Lessee or the Guarantor and not manufactured by the Builder and in cases of designs, systems, processes, formulae or combinations specified by the Lessee or the Guarantor and not developed or purported to be developed by the Builder, RMC agrees, except as otherwise specifically provided in Annex A to the CSA, to indemnify, protect and hold harmless the Assignee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignee or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Assignee will give prompt notice to RMC of any claim actually known to the Assignee which is based upon any such alleged infringement and will give to RMC the right, at RMC's expense, to compromise, settle or defend against such claim. RMC agrees that any amounts payable to it by the Trustee, the Lessee or the Guarantor with respect to the Equipment, whether pursuant to the CSA or otherwise, not hereby assigned to the Assignee, shall not be secured by any lien, charge or security interest upon such Equipment or any unit thereof.

SECTION 4. The Assignee, on each Closing Date fixed as provided in paragraph 4.2 of the CSA with respect to the Equipment, shall pay to RMC an amount equal to the portion of the Purchase Price of the Equipment as shown on the invoice therefor then being settled for which, under the terms of paragraph 4.3(b) of the CSA, is payable in installments, provided that the conditions specified in Paragraphs 7 and 8 of the Participation Agreement have been satisfied and there shall have been delivered to the Assignee (with a copy to RMC and the Trustee) on or prior to such Closing Date, the following documents, in form and substance satisfactory to it and to Messrs. Cravath, Swaine & Moore, special counsel to the Assignee, in such number of counterparts as may be reasonably requested by said special counsel:

(a) a bill or bills of sale from RMC to the Trustee transferring to the Trustee and its successors and assigns all right, title and interest (other than the security interest assigned to the Assignee) of RMC in such units, warranting to the Trustee that, at the time



of delivery to the Trustee of such units under the CSA, RMC had legal title to such units and good and lawful right to sell such units and such units were free of all claims, liens, security interests and other encumbrances of any nature (other than those created by the CSA and the rights of Lessee under the Lease) and covenanting to defend the title to such units against demands of all persons whomsoever based on claims originating prior to the delivery of such units by RMC to the Trustee under the CSA;

(b) a bill or bills of sale from RMC to the Assignee transferring to the Assignee the security interest of RMC in such units, warranting to the Assignee and to the Trustee that, at the time of delivery of such units to the Trustee under the CSA, RMC had legal title to such units and good and lawful right to sell such units and such units were free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Trustee under the CSA and the rights of the Lessee under the Lease, and covenanting to defend the title to such units against demands of all persons whomsoever based on claims originating prior to the delivery of such units to the Trustee by RMC under the CSA;

(c) a bill or bills of sale from the Builder to RMC transferring to RMC and its successors and assigns all right, title and interest of the Builder in such units, warranting to RMC and its successors and assigns, that, at the time of delivery to RMC of such units, the Builder had legal title to such units and good and lawful right to sell such units and such units were free of all claims, liens, security interests and other encumbrances of any nature, and covenanting to defend the title to such units against demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Builder to RMC;

(d) Certificates of Acceptance on behalf of RMC, the Trustee and the Lessee with respect to the units of the Equipment as contemplated by paragraph 3.4 of the CSA and § 2.1 of the Lease;

(e) the Invoice (as defined in the CSA) for the units of the Equipment accompanied by or having endorsed thereon a certification by the Trustee and the Lessee as

to their approval thereof;

(f) an opinion of counsel for RMC, dated as of the Closing Date, addressed to the Assignee and the Trustee, to the effect that the bill or bills of sale described in clauses (a) and (b) above have been duly authorized, executed and delivered by RMC and are valid and effective to transfer to the Trustee the title of RMC to, and to vest in the Assignee the security interest of RMC in, the units of the Equipment, free from all claims, liens, security interests and other encumbrances (other than those created by the CSA and the rights of the Lessee under the Lease) arising from, through or under RMC;

(g) an opinion of counsel for the Builder, dated as of even date with the bill or bills of sale referred to in subparagraph (b) hereof, addressed to the Assignee, RMC and the Trustee, to the effect that the bill or bills of sale described in clause (b) above have been duly authorized, executed and delivered by the Builder and are valid and effective to vest in RMC all right, title and interest of the Builder in the units of the Equipment, free from all claims, liens, security interests and other encumbrances at the time of delivery to RMC arising from, through or under the Builder;

(h) a receipt from RMC for any payment (other than the payment being made by the Assignee pursuant to the first paragraph of this Section 4) required to be made on such Closing Date to RMC with respect to the Equipment, unless such payment is made by the Assignee with funds furnished to it for that purpose by the Trustee; and

(i) on the first Closing Date a certificate of an independent appraiser to the effect that the Purchase Price for each unit of Equipment to be delivered to the Trustee under the CSA is not in excess of the fair market value thereof and an additional certificate restating such appraisal on any subsequent Closing Date upon which the Purchase Price to be paid by the Trustee on such date for any unit of Equipment exceeds that contemplated in the certificate delivered on the first Closing Date.

The obligation of the Assignee hereunder to make payment for any of the Equipment assigned hereunder is hereby

expressly conditioned upon the Assignee having on deposit, pursuant to the terms of the Participation Agreement, sufficient funds available to make such payment and upon payment by the Trustee of the amount required to be paid by it pursuant to paragraph 4.3(a) of the CSA. In the event that the Assignee shall not make any such payment, the Assignee shall reassign to RMC, without recourse to the Assignee, all right, title and interest of the Assignee in and to the units of Equipment with respect to which payment has not been made by the Assignee.

SECTION 5. The Assignee may assign all or any of its rights under the CSA, including the right to receive any payments due or to become due to it from the Trustee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon giving the written notice required in Article 15 of the CSA, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 6. RMC hereby:

(a) represents and warrants to the Assignee, the Trustee and their successors and assigns that the CSA and this Assignment were duly authorized by it and lawfully executed and delivered by it for a valid consideration, that, assuming due authorization, execution and delivery by the Trustee, the CSA and this Assignment are, insofar as RMC is concerned, a legal, valid and existing agreement binding upon RMC in accordance with its terms and that they are now in force without amendment thereto;

(b) agrees that it will from time to time, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do all such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be; and

(c) agrees that, subsequent to the payment in full of the Purchase Price upon request of the Assignee or its successors and assigns, it will execute any and all

instruments which may be necessary or proper in order to discharge of record the CSA or any other instrument evidencing any interest of RMC therein or in the Equipment.

SECTION 7. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all the rights conferred by 49 U.S.C. § 11303, such additional rights arising out of the filing, recording or depositing of the CSA and this Assignment as shall be conferred by the laws of the several jurisdictions in which the CSA or this Agreement shall be filed, recorded or deposited, or in which any unit of the Equipment shall be located, and any rights arising out of the marking on the units of Equipment.

SECTION 8. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Assignee shall be deemed to be the original counterpart. Although for convenience this Assignment is dated as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

LA SALLE NATIONAL BANK,  
as Agent,

by

[Seal]

\_\_\_\_\_  
Authorized Officer

Attest:

\_\_\_\_\_  
Authorized Officer

RAILWAY MARKETING CORPORATION,

by 

[Seal]

Attest:

  
Assistant Secretary

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this                      day of                      1979, before me personally appeared                      , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of LA SALLE NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

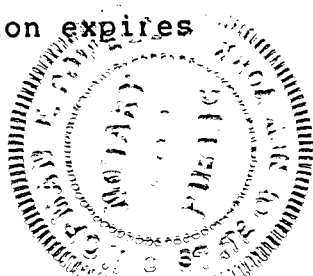
On this 16 day of October 1979, before me personally appeared Leonard M. Weisman, to me personally known, who being by me duly sworn, says that he is President of RAILWAY MARKETING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Wanda E Powell  
Notary Public

[Notarial Seal]

My Commission expires

NORMAN E. POWELL  
Notary Public, State of New York  
No. 41-8423900  
Qualified in Queens County  
Cert. Filed in New York County  
Commission Expires March 30, 1989



ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment is hereby acknowledged as of June 20, 1979.

EXCHANGE NATIONAL BANK OF  
CHICAGO, not in its individual  
capacity but solely in its  
capacity as Trustee,

by

---

Authorized Officer

AGREEMENT AND ASSIGNMENT

Dated as of June 20, 1979

between

RAILWAY MARKETING CORPORATION,

and

LA SALLE NATIONAL BANK,

as Agent

---



AGREEMENT AND ASSIGNMENT dated as of June 20, 1979, between RAILWAY MARKETING CORPORATION ("RMC") and LA SALLE NATIONAL BANK, acting as Agent under a Participation Agreement dated as of the date hereof (the "Participation Agreement"), a copy of which has been delivered to RMC, said Agent, as so acting, being hereinafter called the "Assignee".

WHEREAS RMC and Exchange National Bank of Chicago, acting as Trustee (the "Trustee") under a Trust Agreement dated as of the date hereof (the "Trust Agreement") with The Bank of New York (the "Owner"), have entered into a Conditional Sale Agreement dated as of the date hereof (the "CSA") covering the sale and delivery to the Trustee by RMC and the purchase by the Trustee on the conditions therein set forth of the railroad equipment described in Annex B to the CSA (the "Equipment"); and

WHEREAS Anheuser-Busch, Inc. (the "Lessee"), Anheuser-Busch Companies, Inc. (the "Guarantor"), and the Trustee have entered into a Lease of Railroad Equipment dated as of the date hereof (the "Lease") providing for the lease to the Lessee of the Equipment;

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (this "Assignment") WITNESSETH: that in consideration of the sum of One Dollar (\$1) and other good and valuable consideration paid by the Assignee to RMC, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. RMC hereby assigns, transfers and sets over unto the Assignee, its successors and assigns:

(a) all the right, title and interest of RMC in and to each unit of Equipment when and as severally delivered to and accepted by the Trustee, subject to payment by the Assignee to RMC of the amount required to be paid pursuant to Section 4 hereof;

(b) all the right, title and interest of RMC in and to the CSA (except the right to deliver the Equipment and the right to receive the payments specified in paragraph 4.3(a) thereof and reimbursement for taxes

paid or incurred by RMC), and except as aforesaid in and to any and all amounts which may be or become due or owing to RMC under the CSA on account of the indebtedness in respect of the Purchase Price (as defined in paragraph 4.1 of the CSA) of the Equipment and interest thereon, and in and to any other sums becoming due from the Trustee under the CSA, other than those hereinabove excluded; and

(c) except as limited by subparagraph (b) of this paragraph, all RMC's rights, titles, powers, privileges and remedies under the CSA;

without any recourse hereunder, however, against RMC for or on account of the failure of the Trustee to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the CSA; provided, however, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the obligation of RMC to deliver the Equipment in accordance with the CSA or relieve the Trustee from its obligations to RMC contained in Articles 2, 3, 4, 6 and 14 of the CSA, it being agreed that, notwithstanding this Assignment, or any subsequent assignment pursuant to the provisions of Article 15 of the CSA, all obligations of RMC to the Trustee with respect to the Equipment shall be and remain enforceable by the Trustee, and its successors and assigns, against and only against RMC. In furtherance of the foregoing assignment and transfer, RMC hereby authorizes and empowers the Assignee in the Assignee's own name, or in the name of the Assignee's nominee, or in the name of and as attorney, hereby irrevocably constituted, for RMC, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and compliance by the Trustee with the terms and agreements on its part to be performed under the CSA, but at the expense and liability and for the sole benefit of the Assignee.

SECTION 2. RMC agrees to cause Trinity Industries, Inc. (the "Builder"), to construct the Equipment in full accordance with the CSA. Upon delivery of the Equipment to RMC by the Builder, RMC agrees to deliver the Equipment immediately to the Trustee in accordance with the provisions of the CSA; and, notwithstanding this Assignment, to perform and fully comply with each of and all the covenants and conditions of the CSA set forth to be performed and complied with by RMC. RMC further agrees that it will warrant to the

Assignee and the Trustee, that at the time of delivery by it of each unit of Equipment under the CSA it had legal title to such unit and good and lawful right to sell such unit and that such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Trustee under the CSA and the rights of the Lessee under the Lease; and RMC further agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by it under the CSA; all subject, however, to the provisions of the CSA and the rights of the Trustee thereunder. RMC will not deliver any of the Equipment to the Trustee under the CSA until the CSA, the Lease, this Assignment and the Lease Assignment have been filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 (RMC and its counsel being entitled to rely on advice from special counsel for the Assignee that such filing has occurred).

SECTION 3. RMC (hereinafter referred to in this Section 3 as the "Indemnifier") agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the CSA for any installment of, or interest on, indebtedness in respect of the Purchase Price of the Equipment or to enforce any provision of the CSA, the Indemnifier will indemnify, protect and hold harmless the Assignee from and against all expenses, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Trustee, the Lessee or the Guarantor arising out of a breach by such Indemnifier of any obligation with respect to the Equipment or the manufacture, construction, delivery or warranty thereof, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Trustee, the Lessee or the Guarantor by such Indemnifier. The Indemnifier's obligation so to indemnify, protect and hold harmless the Assignee is conditional upon (a) the Assignee's timely motion or other appropriate action, on the basis of Article 15 of the CSA, to strike any defense, setoff, counterclaim or recoupment asserted by the Trustee, the Lessee or the Guarantor in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee's prompt notification to such Indemnifier of the asserted defense, setoff, counterclaim or recoupment and the Assignee's giving such Indemnifier the right, at such Indemnifier's expense, to compromise, settle or defend against such defense, setoff, counterclaim

or recoupment.

Except in cases of articles or materials specified by the Trustee, the Lessee or the Guarantor and not manufactured by the Builder and in cases of designs, systems, processes, formulae or combinations specified by the Lessee or the Guarantor and not developed or purported to be developed by the Builder, RMC agrees, except as otherwise specifically provided in Annex A to the CSA, to indemnify, protect and hold harmless the Assignee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignee or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Assignee will give prompt notice to RMC of any claim actually known to the Assignee which is based upon any such alleged infringement and will give to RMC the right, at RMC's expense, to compromise, settle or defend against such claim. RMC agrees that any amounts payable to it by the Trustee, the Lessee or the Guarantor with respect to the Equipment, whether pursuant to the CSA or otherwise, not hereby assigned to the Assignee, shall not be secured by any lien, charge or security interest upon such Equipment or any unit thereof.

SECTION 4. The Assignee, on each Closing Date fixed as provided in paragraph 4.2 of the CSA with respect to the Equipment, shall pay to RMC an amount equal to the portion of the Purchase Price of the Equipment as shown on the invoice therefor then being settled for which, under the terms of paragraph 4.3(b) of the CSA, is payable in installments, provided that the conditions specified in Paragraphs 7 and 8 of the Participation Agreement have been satisfied and there shall have been delivered to the Assignee (with a copy to RMC and the Trustee) on or prior to such Closing Date, the following documents, in form and substance satisfactory to it and to Messrs. Cravath, Swaine & Moore, special counsel to the Assignee, in such number of counterparts as may be reasonably requested by said special counsel:

(a) a bill or bills of sale from RMC to the Trustee transferring to the Trustee and its successors and assigns all right, title and interest (other than the security interest assigned to the Assignee) of RMC in such units, warranting to the Trustee that, at the time

of delivery to the Trustee of such units under the CSA, RMC had legal title to such units and good and lawful right to sell such units and such units were free of all claims, liens, security interests and other encumbrances of any nature (other than those created by the CSA and the rights of Lessee under the Lease) and covenanting to defend the title to such units against demands of all persons whomsoever based on claims originating prior to the delivery of such units by RMC to the Trustee under the CSA;

(b) a bill or bills of sale from RMC to the Assignee transferring to the Assignee the security interest of RMC in such units, warranting to the Assignee and to the Trustee that, at the time of delivery of such units to the Trustee under the CSA, RMC had legal title to such units and good and lawful right to sell such units and such units were free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Trustee under the CSA and the rights of the Lessee under the Lease, and covenanting to defend the title to such units against demands of all persons whomsoever based on claims originating prior to the delivery of such units to the Trustee by RMC under the CSA;

(c) a bill or bills of sale from the Builder to RMC transferring to RMC and its successors and assigns all right, title and interest of the Builder in such units, warranting to RMC and its successors and assigns, that, at the time of delivery to RMC of such units, the Builder had legal title to such units and good and lawful right to sell such units and such units were free of all claims, liens, security interests and other encumbrances of any nature, and covenanting to defend the title to such units against demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Builder to RMC;

(d) Certificates of Acceptance on behalf of RMC, the Trustee and the Lessee with respect to the units of the Equipment as contemplated by paragraph 3.4 of the CSA and § 2.1 of the Lease;

(e) the Invoice (as defined in the CSA) for the units of the Equipment accompanied by or having endorsed thereon a certification by the Trustee and the Lessee as

to their approval thereof;

(f) an opinion of counsel for RMC, dated as of the Closing Date, addressed to the Assignee and the Trustee, to the effect that the bill or bills of sale described in clauses (a) and (b) above have been duly authorized, executed and delivered by RMC and are valid and effective to transfer to the Trustee the title of RMC to, and to vest in the Assignee the security interest of RMC in, the units of the Equipment, free from all claims, liens, security interests and other encumbrances (other than those created by the CSA and the rights of the Lessee under the Lease) arising from, through or under RMC;

(g) an opinion of counsel for the Builder, dated as of even date with the bill or bills of sale referred to in subparagraph (b) hereof, addressed to the Assignee, RMC and the Trustee, to the effect that the bill or bills of sale described in clause (b) above have been duly authorized, executed and delivered by the Builder and are valid and effective to vest in RMC all right, title and interest of the Builder in the units of the Equipment, free from all claims, liens, security interests and other encumbrances at the time of delivery to RMC arising from, through or under the Builder;

(h) a receipt from RMC for any payment (other than the payment being made by the Assignee pursuant to the first paragraph of this Section 4) required to be made on such Closing Date to RMC with respect to the Equipment, unless such payment is made by the Assignee with funds furnished to it for that purpose by the Trustee; and

(i) on the first Closing Date a certificate of an independent appraiser to the effect that the Purchase Price for each unit of Equipment to be delivered to the Trustee under the CSA is not in excess of the fair market value thereof and an additional certificate restating such appraisal on any subsequent Closing Date upon which the Purchase Price to be paid by the Trustee on such date for any unit of Equipment exceeds that contemplated in the certificate delivered on the first Closing Date.

The obligation of the Assignee hereunder to make payment for any of the Equipment assigned hereunder is hereby

expressly conditioned upon the Assignee having on deposit, pursuant to the terms of the Participation Agreement, sufficient funds available to make such payment and upon payment by the Trustee of the amount required to be paid by it pursuant to paragraph 4.3(a) of the CSA. In the event that the Assignee shall not make any such payment, the Assignee shall reassign to RMC, without recourse to the Assignee, all right, title and interest of the Assignee in and to the units of Equipment with respect to which payment has not been made by the Assignee.

SECTION 5. The Assignee may assign all or any of its rights under the CSA, including the right to receive any payments due or to become due to it from the Trustee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon giving the written notice required in Article 15 of the CSA, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 6. RMC hereby:

(a) represents and warrants to the Assignee, the Trustee and their successors and assigns that the CSA and this Assignment were duly authorized by it and lawfully executed and delivered by it for a valid consideration, that, assuming due authorization, execution and delivery by the Trustee, the CSA and this Assignment are, insofar as RMC is concerned, a legal, valid and existing agreement binding upon RMC in accordance with its terms and that they are now in force without amendment thereto;

(b) agrees that it will from time to time, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do all such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be; and

(c) agrees that, subsequent to the payment in full of the Purchase Price upon request of the Assignee or its successors and assigns, it will execute any and all

instruments which may be necessary or proper in order to discharge of record the CSA or any other instrument evidencing any interest of RMC therein or in the Equipment.

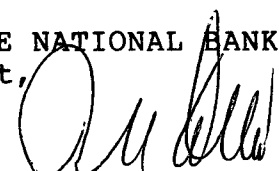
SECTION 7. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all the rights conferred by 49 U.S.C. § 11303, such additional rights arising out of the filing, recording or depositing of the CSA and this Assignment as shall be conferred by the laws of the several jurisdictions in which the CSA or this Agreement shall be filed, recorded or deposited, or in which any unit of the Equipment shall be located, and any rights arising out of the marking on the units of Equipment.

SECTION 8. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Assignee shall be deemed to be the original counterpart. Although for convenience this Assignment is dated as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

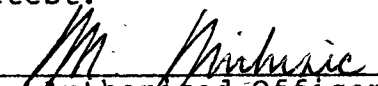
LA SALLE NATIONAL BANK,  
as Agent,

by

  
Authorized Officer

[Seal]

Attest:

  
Authorized Officer



RAILWAY MARKETING CORPORATION,

by \_\_\_\_\_

[Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this 15th day of October 1979, before me personally appeared R. K. WEBER, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of LA SALLE NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

[Notarial Seal]

Patricia M. Kennedy  
Notary Public  
My Commission Expires August 24, 1982

My Commission expires

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this                    day of                    1979, before me personally appeared Leonard M. Weisman, to me personally known, who being by me duly sworn, says that he is President of RAILWAY MARKETING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

Notary Public

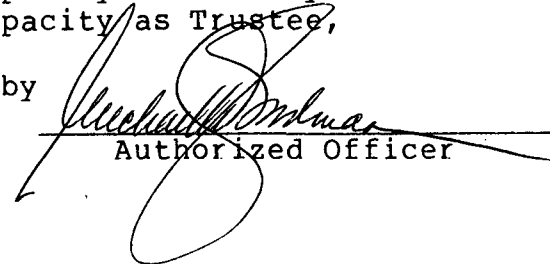
My Commission expires

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment is hereby acknowledged as of June 20, 1979.

EXCHANGE NATIONAL BANK OF  
CHICAGO, not in its individual  
capacity but solely in its  
capacity as Trustee,

by

  
Authorized Officer